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Attorneys for Defendant  
UNITEDHEALTHCARE INSURANCE  
COMPANY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DR. JOHN ATTENELLO MD APC,

Plaintiff,

v.

UNITEDHEALTHCARE INSURANCE  
CO.,

Defendant,

Case No. 2:25-cv-02258-RGK-MAA

**DECLARATION OF RYAN R.  
TIKKER IN SUPPORT OF  
DEFENDANT'S OPPOSITION TO  
DR. ATTENELLO'S MOTION TO  
REMAND**

Removed: March 13, 2025

Date: April 28, 2025

Time: 9:00 a.m.

Place: Roybal Federal Building and U.S.  
Courthouse, 255 East Temple Street, Los  
Angeles, California 90012, Courtroom  
850, 8th Floor

*[Filed concurrently with Opposition to  
Motion for Remand]*

1 I, Ryan R. Tikker, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California, and an  
3 associate with Seyfarth Shaw LLP, counsel for Defendant UnitedHealthcare Insurance  
4 Company (“UHIC”). I have knowledge of the facts set forth below, based on certain  
5 firsthand knowledge, as well as information received and reviewed in connection with  
6 this matter.

7 2. On Sunday, April 6, 2025, at 6:36 p.m., Dr. John Attenello sent me, and my  
8 colleague, Kathleen Cahill Slaughter, correspondence with the subject line “Local Rule 7-3  
9 Meet and Confer – Motion to Remand and Motion to Dismiss.” Dr. Attenello noted he  
10 was writing to satisfy the meet and confer requirements under Local Rule 7-3 of the  
11 Central District of California.” He added that he intended to file a Motion to Remand,  
12 and asked our availability to discuss the substance of our position on remand.

13 3. It was unclear to which currently pending matter (whether this one, or one of  
14 the other three Dr. John Attenello APC matters pending in the Central District) Dr.  
15 Attenello was referring to.

16 4. Dr. Attenello filed his motion to remand that same evening. Thus, the L.R.  
17 7-3 conference did not occur before Dr. Attenello filed his motion.

18 5. Plaintiff Dr. John Attenello MD APC has filed several recent matters against  
19 UHIC in Los Angeles Superior Court Small Claims Division asserting violations of  
20 California’s Knox-Keene Act, which, as confirmed by the recent California Appellate  
21 Division matter, *Nissanoff v. UnitedHealthcare Ins. Co.*, 108 Cal.App.5th Supp.1, 329  
22 Cal.Rptr.3d 156 (2024), is not applicable to UHIC as a matter of law.

23 6. In various of those other matters, Dr. Attenello attached to his complaints  
24 “remittance advice” documents sent from Defendant UHIC to Dr. John Attenello MD  
25 APC. Therein, it was noted that the at-issue Medicare patient’s “Plan benefit was based  
26 on the Medicare Approved Amount because your provider accepted Medicare  
27 assignment.” The remittance advice document noted further that the “Medicare Paid  
28 Amount may be different than the Medicare Paid Amount shown on your Medicare

1 Statement. This was done simply to process your claim.” Attached hereto as Exhibit  
2 “A” is a true and correct copy of this publicly-filed document, attached to the Complaint  
3 in the matter *Dr. John Attenello MD v. United Healthcare Insurance Co.*, 2:25-cv-02260-  
4 ODW-BFM.

5 7. A similar “remittance advice” document was also attached to the Complaint  
6 in the matter *Dr. John Attenello MD v. United Healthcare Insurance Co.*, 2:25-cv-02259-  
7 DMG-KES. Therein, it was also noted that the at-issue Medicare patient’s “Plan benefit  
8 was based on the Medicare Approved Amount because your provider accepted Medicare  
9 assignment.” Attached hereto as Exhibit “B” is a true and correct copy of this publicly-  
10 filed document.

11 8. Thus, as Plaintiff is pursuing claims on behalf of a Medicare patient here,  
12 where the “Medicare Approved” and “Medicare Paid” amounts were considered,  
13 (Compl., p. 22), which also is at issue in the above referenced matters, based on  
14 information and belief, Plaintiff also likely accepted a “Medicare assignment” thereby  
15 agreeing to treat a Medicare-enrolled patient and accepting Medicare-allowed amounts as  
16 payment in full for Medicare-covered services.

17 9. The complaints Plaintiff has filed, and theories of recovery that Plaintiff  
18 advances here, are substantially similar, if not identical to those advanced by another  
19 Plaintiff, Advanced Orthopedic Center, Inc. Advanced Orthopedic Center, Inc. has filed  
20 over a thousand small claims actions asserting similar, inapposite legal theories against  
21 insurance companies and plans, including UHIC.

22 I declare under penalty of perjury under the laws of the United States and  
23 California that the foregoing is true and correct.

24 Executed on April 17, 2025 in New York, New York.

25  
26 /s/ Ryan R. Tikker  
27 Ryan R. Tikker  
28

**CERTIFICATE OF SERVICE**

I hereby certify that on April 17, 2025, I caused the a copy of the foregoing to be filed electronically with the Clerk of the District Court using the CM/ECF system, which sent notification of such filing to all parties registered to receive notice via that service.

/s/ Kathleen Cahill Slaught

Kathleen Cahill Slaught

## **EXHIBIT A**

1521MBSTANDARDCHECK0013001-05733-02

UnitedHealthcare Insurance Company and affiliates pay royalty fees to AARP for the use of intellectual property. These fees are used for the general purposes of AARP. AARP and its affiliates are not insurers. Insured by UnitedHealthcare Insurance Company or an affiliate (collectively "UnitedHealthcare"). Refer to your Certificate of Insurance for your Insurer. For New York Certificate holders: Insured by UnitedHealthcare Insurance Company of New York. For Washington Certificate holders: Insured by UnitedHealthcare Insurance Company.



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**REMITTANCE ADVICE - PLEASE RETAIN FOR YOUR RECORDS**

STATEMENT DATE: May 31, 2024  
BENEFIT SUMMARY FOR: DR JOHN ATTENELLO MD APC\*

Insured Information	Provider	Dates of Service From To	Amount Charged	Medicare Approved	Medicare Paid	Applied In Deductible	Benefit
1. CRON, STEVEN* MEMBERSHIP # 059537089 CLAIM # 46413-407575-1							
PATIENT # 67	ATTENEL 122423		617.68	83.83	67.06		16.77
Your Plan benefit was based on the Medicare Approved Amount because your provider accepted Medicare assignment.							
TOTAL							16.77
The Medicare Paid Amount may be different than the Medicare Paid Amount shown on your Medicare Statement. This was done simply to process your claim.							
2. WALDHORN, PAUL C.* MEMBERSHIP # 071444677 CLAIM # 46413-407673-1							
PATIENT # 109	ATTENEL 022824		617.68	85.09	68.07		17.02
Your Plan benefit was based on the Medicare Approved Amount because your provider accepted Medicare assignment.							
TOTAL							17.02
The Medicare Paid Amount may be different than the Medicare Paid Amount shown on your Medicare Statement. This was done simply to process your claim.							

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## **EXHIBIT B**

211MBSTANDARDCHECK0010001-03894-02

UnitedHealthcare Insurance Company and affiliates pay royalty fees to AARP for the use of intellectual property. These fees are used for the general purposes of AARP. AARP and its affiliates are not insurers. Insured by UnitedHealthcare Insurance Company or an affiliate (collectively "UnitedHealthcare"). Refer to your Certificate of Insurance for your insurer. For New York Certificate holders: Insured by UnitedHealthcare Insurance Company of New York. For Washington Certificate holders: Insured by UnitedHealthcare Insurance Company.



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REMITTANCE ADVICE - PLEASE RETAIN FOR YOUR RECORDS

STATEMENT DATE: July 29, 2024  
BENEFIT SUMMARY FOR: DR JOHN ATTENELLO MD APC\*

Insured Information	Provider	Dates of Service From To	Amount Charged	Medicare Approved	Medicare Paid	Applied to Deductible	Benefit
1. LOWY, DIANE P.* PATIENT # 160							
		MEMBERSHIP # 094974723					CLAIM # 46984-407644-1
	ATTENEL 050124		617.68	86.51	69.21		17.
	Your Plan benefit was based on the Medicare Approved Amount because your provider accepted Medicare assignment.						
	ATTENEL 050124		2330.44	331.31	265.05		66.
	Your Plan benefit was based on the Medicare Approved Amount because your provider accepted Medicare assignment.						
					TOTAL		83..
	The Medicare Paid Amount may be different than the Medicare Paid Amount shown on your Medicare Statement. This was done simply to process your claim.						

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**PROOF OF SERVICE**

I am over the age of eighteen years, and not a party to the within action. My business address is 2029 Century Park East, Suite 3500, Los Angeles, California 90067. On April 17, 2025, I served the within document(s):

**DECLARATION OF RYAN R. TIKKER IN SUPPORT OF DEFENDANT'S  
OPPOSITION TO DR. ATTENELLO'S MOTION TO REMAND**

- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
- ☐ by delivering the document(s) listed above to Nationwide Legal, Inc., for delivery to the person(s) at the address(es) set forth below with instructions that such envelope be delivered personally on April 17, 2025.
- ☐ by placing the document(s) listed above, in a sealed envelope or package provided by an overnight delivery carrier with postage paid on account and deposited for collection with the overnight carrier at Los Angeles, California, addressed as set forth below.
- ☒ by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.

Dr. John Attenello MD  
1415 Reeves Street, Unit #303  
Los Angeles, CA 90035  
Tel.: 619-786-4258

Emails: john.attenello@gmail.com

Plaintiff in Pro Per

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 17, 2025, at Los Angeles, California.

  
\_\_\_\_\_  
Paulin Kim